

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 11		
2. AMENDMENT/MODIFICATION NO. Amendment one (1)		3. EFFECTIVE DATE 10/8/2002		4. REQUISITION / PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY National Institutes of Health, OLAO Building 13/Room 1S07 9000 Rockville Pike Bethesda, MD 20892				7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. 263-02-P(GR)-0025	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/> is extended,	<input checked="" type="checkbox"/> is not extended.
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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 5 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this amendment is to:

1. Incorporate questions and answers.
2. incorporate Wage Determination No: 1994 - 2103, Revision Date 08/22/2002

(See attach)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<hr/> <i>(Signature of person authorized to sign)</i>		<hr/> <i>(Signature of Contracting Officer)</i>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF	PAGES
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INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For the modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9 (Amendment of Solicitation No. - Dated), and 10 (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification

Net increase \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 2, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$
(ii) Total contract price decreased by \$
(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF-30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to -

(i) A reference to the letter determination;
and
(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

1. **Questions and answers submitted by e-mails, faxes, and at the pre-proposal meeting.**
 - a. Can the TBJ station listed in the notice be separated / removed from the contract?
The TBJ system will not be removed. The contract is for Waste Disposal Systems, of which the TBJ is one of the systems.
 - b. The interconnecting piping on the Somat System - will this be considered part of the responsibility of the contract or will it continue as the last contract (if clogging occurs you will have the pipes cleared by others)? **Clogs that will occur in the building piping, or pipes beyond the waste disposal unit will be cleared by the Government building engineers.**
 - c. Section C.2.4. "All repairs shall be completed within a twenty-four (24) hour period." This may not be possible at all times; there may be unforeseen complications, although we have always persevered to complete all repairs ASAP. Who will make the judgment in this area, and what are the consequences if the repairs can't be completed? **The Government cannot envision any unforeseen complication other than lack of manpower that could not be addressed within the 24 hour time period since this is an all-inclusive contract for parts and materials. The lack of manpower is a Contractor issue in which the Government does not get involved. This has been a requirement of the contract for the last five years and will not be changed for the new contract. If the repairs are not completed within the required time frame, the Government Project Officer will involve the Contracting Officer for resolution.**
 - d. Section C.2.5 "Normal Wear and Tear". Who will determine and how will it be determined if the repair or replacement is due to normal wear and tear or abuse? **Certain parts of the machines wear out and must be replaced routinely and these parts or repairs have been well documented over the lifetime of the equipment. The Project Officer or alternate designee, through a joint inspection with the Contractor will make this determination. If the Contractor believes the repair or replacement is due to abuse of neglect, they must follow the proper steps as listed in the contract section "Repairs Due to Negligence".**
 - e. Section C.2.6. Some of the system is custom, and parts may have to be manufactured: how is this going being considered?
 - 1.2. "Associated piping and fittings". This is too general and must be specified as to the end points of the responsibility. **The associated piping and fittings end points are those that would be a part of the machine as sent from the manufacturer. Any piping or fittings beyond the piece of equipment,**

whether the pulper or extractor units, would be the responsibility of the Government.

1.14. "Controllers". This is not a wear item and should not be on this list. **The replacement part list was not intended for wear items only and this item will remain on the list.**

f. Section C.4.2 Emergency Services

This paragraph seems to state the emergency service is not to be invoiced - "no additional cost to the government" - please clarify. **This statement is correct, emergency services are to be provided at no additional costs to the government. If there is no cost, there would be no need to invoice separately for emergency services provided. Service call reports would provide historical documentation for the unit.**

2. **List of company that attended the pre-proposal meeting on October 8, 2002**

SOMAT Company Inc.

Site Visit

SOMAT Company Inc.

3. Updated Wage Determination No: 1994-2103, Date of Last Revision 08/22/2002

(See attach)

94-2103 DC,DISTRICT-WIDE 08/27/02

***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH
DOL***

| WASHINGTON D.C. 20210

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| Wage Determination No.: 1994-2103

William W.Gross Division of | Revision No.: 27

Director Wage Determinations| Date Of Last Revision: 08/22/2002

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,

Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
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Administrative Support and Clerical Occupations

Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	11.68
General Clerk II	13.72
General Clerk III	15.32

General Clerk IV	18.74
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	14.74
Order Clerk II	16.29
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.28
Rental Clerk	15.42
Scheduler, Maintenance	14.06
Secretary I	14.71
Secretary II	15.35
Secretary III	18.49
Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	14.04
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	11.63
Travel Clerk II	12.49
Travel Clerk III	13.41
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	16.65
Automatic Data Processing Occupations	
Computer Data Librarian	11.69
Computer Operator I	13.30
Computer Operator II	15.67

Computer Operator III	18.60
Computer Operator IV	18.94
Computer Operator V	22.94
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.99
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.38
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.76
Food Service Worker	9.01
Meat Cutter	16.07
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05

Furniture Handler	12.55	
Furniture Refinisher	18.05	
Furniture Refinisher Helper	13.85	
Furniture Repairer, Minor	16.01	
Upholsterer	18.05	
General Services and Support Occupations		
Cleaner, Vehicles	9.67	
Elevator Operator	9.79	
Gardener	12.98	
House Keeping Aid I	9.02	
House Keeping Aid II	9.28	
Janitor	9.64	
Laborer, Grounds Maintenance	10.75	
Maid or Houseman	9.28	
Pest Controller	11.85	
Refuse Collector	10.88	
Tractor Operator	12.73	
Window Cleaner	10.51	
Health Occupations		
Dental Assistant	14.36	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95	
Licensed Practical Nurse I	14.43	
Licensed Practical Nurse II	16.20	
Licensed Practical Nurse III	18.13	
Medical Assistant	11.76	
Medical Laboratory Technician	13.93	
Medical Record Clerk	13.57	
Medical Record Technician	14.21	
Nursing Assistant I	8.46	
Nursing Assistant II	9.52	
Nursing Assistant III	11.94	
Nursing Assistant IV	13.40	
Pharmacy Technician	11.84	
Phlebotomist	11.21	
Registered Nurse I	22.54	
Registered Nurse II	25.08	
Registered Nurse II, Specialist	25.08	

Registered Nurse III	32.38	
Registered Nurse III, Anesthetist	32.38	
Registered Nurse IV	38.81	
Information and Arts Occupations		
Audiovisual Librarian	18.95	
Exhibits Specialist I	16.79	
Exhibits Specialist II	20.99	
Exhibits Specialist III	25.84	
Illustrator I	17.03	
Illustrator II	21.29	
Illustrator III	26.20	
Librarian	22.33	
Library Technician	15.03	
Photographer I	13.93	
Photographer II	15.64	
Photographer III	19.56	
Photographer IV	24.08	
Photographer V	26.50	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	8.71	
Counter Attendant	8.71	
Dry Cleaner	9.83	
Finisher, Flatwork, Machine	8.71	
Presser, Hand	8.71	
Presser, Machine, Drycleaning	8.71	
Presser, Machine, Shirts	8.71	
Presser, Machine, Wearing Apparel, Laundry	8.71	
Sewing Machine Operator	10.63	
Tailor	12.43	
Washer, Machine	9.31	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)	18.05	
Tool and Die Maker	21.95	
Material Handling and Packing Occupations		
Forklift Operator	14.58	
Fuel Distribution System Operator	19.38	
Material Coordinator	16.97	

Material Expediter	16.97	
Material Handling Laborer	11.50	
Order Filler	13.21	
Production Line Worker (Food Processing)		11.64
Shipping Packer	12.21	
Shipping/Receiving Clerk	13.09	
Stock Clerk (Shelf Stocker; Store Worker II)		12.69
Store Worker I	8.89	
Tools and Parts Attendant	16.99	
Warehouse Specialist	15.01	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	21.95	
Aircraft Mechanic Helper	14.51	
Aircraft Quality Control Inspector	23.11	
Aircraft Servicer	16.78	
Aircraft Worker	17.84	
Appliance Mechanic	18.05	
Bicycle Repairer	14.43	
Cable Splicer	20.93	
Carpenter, Maintenance	18.05	
Carpet Layer	17.61	
Electrician, Maintenance	22.59	
Electronics Technician, Maintenance I		16.08
Electronics Technician, Maintenance II		20.88
Electronics Technician, Maintenance III		22.73
Fabric Worker	15.76	
Fire Alarm System Mechanic	19.03	
Fire Extinguisher Repairer	14.94	
Fuel Distribution System Mechanic	20.93	
General Maintenance Worker	16.46	
Heating, Refrigeration and Air Conditioning Mechanic		19.03
Heavy Equipment Mechanic	19.03	
Heavy Equipment Operator	19.31	
Instrument Mechanic	19.03	
Laborer	10.70	
Locksmith	18.05	
Machinery Maintenance Mechanic		20.51

Machinist, Maintenance	21.52	
Maintenance Trades Helper	13.85	
Millwright	19.24	
Office Appliance Repairer	18.05	
Painter, Aircraft	20.76	
Painter, Maintenance	18.05	
Pipefitter, Maintenance	19.04	
Plumber, Maintenance	18.05	
Pneudraulic Systems Mechanic	19.03	
Rigger	19.03	
Scale Mechanic	17.03	
Sheet-Metal Worker, Maintenance	19.03	
Small Engine Mechanic	20.05	
Telecommunication Mechanic I	19.41	
Telecommunication Mechanic II	20.45	
Telephone Lineman	20.93	
Welder, Combination, Maintenance	19.03	
Well Driller	19.03	
Woodcraft Worker	19.03	
Woodworker	15.32	
Miscellaneous Occupations		
Animal Caretaker	8.97	
Carnival Equipment Operator	11.11	
Carnival Equipment Repairer	11.97	
Carnival Worker	7.48	
Cashier	8.53	
Desk Clerk	9.78	
Embalmer	19.04	
Lifeguard	9.67	
Mortician	21.63	
Park Attendant (Aide)	12.15	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		9.03
Recreation Specialist	15.94	
Recycling Worker	14.06	
Sales Clerk	10.04	
School Crossing Guard (Crosswalk Attendant)		10.34
Sport Official	11.24	

Survey Party Chief (Chief of Party)	14.92	
Surveying Aide	9.27	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		14.18
Swimming Pool Operator	13.21	
Vending Machine Attendant	10.20	
Vending Machine Repairer	13.24	
Vending Machine Repairer Helper	10.77	
Personal Needs Occupations		
Child Care Attendant	11.37	
Child Care Center Clerk	15.86	
Chore Aid	8.05	
Homemaker	16.45	
Plant and System Operation Occupations		
Boiler Tender	20.85	
Sewage Plant Operator	19.15	
Stationary Engineer	20.85	
Ventilation Equipment Tender	13.85	
Water Treatment Plant Operator	19.72	
Protective Service Occupations		
Alarm Monitor	15.04	
Corrections Officer	17.69	
Court Security Officer	18.84	
Detention Officer	18.29	
Firefighter	19.72	
Guard I	9.51	
Guard II	12.53	
Police Officer	20.54	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	16.46	
Hatch Tender	14.31	
Line Handler	14.31	
Stevedore I	15.47	
Stevedore II	17.45	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.96	
Air Traffic Control Specialist, Station (2)	19.97	
Air Traffic Control Specialist, Terminal (2)	21.99	

Archeological Technician I	14.57	
Archeological Technician II	16.29	
Archeological Technician III	20.20	
Cartographic Technician	22.73	
Civil Engineering Technician	19.56	
Computer Based Training (CBT) Specialist/ Instructor		23.94
Drafter I	12.22	
Drafter II	15.30	
Drafter III	17.18	
Drafter IV	21.49	
Engineering Technician I	15.50	
Engineering Technician II	17.99	
Engineering Technician III	21.63	
Engineering Technician IV	24.82	
Engineering Technician V	30.35	
Engineering Technician VI	36.72	
Environmental Technician	19.29	
Flight Simulator/Instructor (Pilot)	27.76	
Graphic Artist	20.36	
Instructor	23.34	
Laboratory Technician	15.98	
Mathematical Technician	23.39	
Paralegal/Legal Assistant I	16.71	
Paralegal/Legal Assistant II	21.31	
Paralegal/Legal Assistant III	26.07	
Paralegal/Legal Assistant IV	31.54	
Photooptics Technician	21.06	
Technical Writer	23.99	
Unexploded (UXO) Safety Escort	18.40	
Unexploded (UXO) Sweep Personnel	18.40	
Unexploded Ordnance (UXO) Technician I	18.40	
Unexploded Ordnance (UXO) Technician II	22.27	
Unexploded Ordnance (UXO) Technician III	26.69	
Weather Observer, Combined Upper Air and Surface Programs (3)		16.64
Weather Observer, Senior (3)	19.38	
Weather Observer, Upper Air (3)	16.64	
Transportation/ Mobile Equipment Operation Occupations		

Bus Driver	15.09
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.60
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such

uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not

listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.